



STATE OF DELAWARE  
DEPARTMENT OF CORRECTION

October 7, 2020

ISSUED BY: Craig Fetzer  
Purchasing Services Administrator  
(302) 857-5412

SUBJECT: **AWARD NOTICE**  
**CONTRACT NO. DOC19054-FABRIC**  
**Fabrics (Various)**

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## **KEY CONTRACT INFORMATION**

This contract has been multiple awarded. The award has been split into various fabric types and not all vendors are awarded all fabric types. Refer to the Pricing Spreadsheet file associated with this award for specifics on which fabric types each vendor has been awarded. Questions regarding the contract should be directed to the DOC Purchasing Office prior to contacting any vendors.

### **1. CONTRACT PERIOD**

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Each contractor's contract shall be valid for a one year period from January 1, 2020 to December 31, 2020. Each contract may be renewed for up to four (4) additional one (1) year periods through negotiation between the contractor and Department of Correction. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

**Addendum 1 extends the contract from January 1, 2021 to December 31, 2021.**

### **2. VENDOR**

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DOC19054-FABRICV01 <b>American Textile Systems</b> 10631 Hathaway Dr. Santa Fe Springs, CA 90670  FSF: 0000511177	DOC19054-FABRICV02 <b>JAG Textile Company</b> 3349 Water Oak Street Ft. Lauderdale, FL 33312  FSF: 0000124160
DOC19054-FABRICV03 <b>Material Imports LLC</b> 10 Oxford Dr. Moonachie, NJ 07074  FSF: 0000509904	DOC19054-FABRICV04 <b>Tabb Textiles Co., Inc.</b> 511 Pleasant Dr. Opelika, AL 36801  FSF: 0000001368

### **3. SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

### **4. DELIVERY**

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All shipments are made direct to each ordering agency/facility within specified periods F.O.B. destination with shipping charges pre-paid. Partial delivery may be accepted at the discretion and approval by the ordering agency. Deliveries must be made between 8:00 AM and 12:30 PM (Local Time). Later deliveries will not be accepted without ordering agency approval.

## 5. PRICING

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Prices will remain firm for the term of the contract year. Refer to Pricing Spreadsheet associated with this contract award.

**Addendum 1: Updates the pricing. Refer to Pricing Spreadsheet associated with this contract award.**

## ADDITIONAL TERMS AND CONDITIONS

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## 6. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

## 7. PAYMENT

The Delaware Department of Correction will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## 8. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Department of Correction to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

## 9. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## 10. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number **DOC19054-FABRIC** on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

## 11. REQUIREMENTS

The purpose of this contract is for the procurement of various fabrics needed for Correctional Industries. Through the Correctional Industries program, value is added to the fabrics through manufacturing and production of finished products, to include but not limited to, towels, wash cloths, inmate uniforms, laundry bags, and linens for use by correctional institutions.

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

## **12. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

## **13. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **14. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **15. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.